

## Message Text

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ACTION PM-04

INFO OCT-01 NEA-10 ISO-00 L-03 AID-05 IGA-02 MC-02  
EB-08 ACDA-07 TRSE-00 OMB-01 SS-15 CIAE-00 INR-07  
NSAE-00 SSO-00 INRE-00 /065 W  
-----141443Z 071330 /50

O 141342Z APR 77 ZFF RUEKJCS  
FM AMEMBASSY AMMAN  
TO SECSTATE WASHDC IMMEDIATE 1290  
INFO SECDEF/ISA DSAA/IMMEDIATE//  
USCINCEUR  
AMEMBASSY JIDDA  
DSAA JFMO LOWRY AFB CO

C O N F I D E N T I A L AMMAN 2143

E.O. 11652 GDS  
TAGS: MASS US JO SA  
SUBJECT: GUARANTEE OF FY76 FMSCR

1. THE FOLLOWING IS FULL TEXT OF GUARANTEE SIGNED BY SAG QUOTE:  
FEDERAL FINANCING BANK AS LENDING BANK (THE BANK) UNDER THE LOAN  
AGREEMENT DATED AS OF MAY 26TH, 1976(THE LOAN AGREEMENT) RELATING  
TO A LOAN OF UP TO US DOLLARS 82,500,000 TO THE HASHEMITE KINGDON  
OF JORDAN (THE BORROWER) C/O DEPARTMENT OF THE TREASURY  
WASHINGTON DCM 20220, USA. APRIL 12,1977. GUARANTEE OF UP TO US  
DOLLARS 82,500,000 PRINCIPAL AMOUNT OF A LOAN TO THE HASHEMITE  
KINGDON OF JORDAN. THE UNDERSIGNED, HE SAUDI ARABIAN MONETARY  
AGENCY (SAMA) A PUBLIC CORPORATION DULY CONSTITUTED UNDER THE LAWS  
OF THE KINGDON OF SAUDI ARABIA ACTING FOR AND ON BEHALF OF THE  
KINGDOM OF SAUDI ARABIA HEREBY COVENENTS AND AGREES AS FOLLOWS:

1. SAMA AS SECONDARY OBLIGOR UNCONDITIONALLY AND IRREVOCABLY  
GUARANTEES THE THE EXTENT PROVIDED HEREIN TO THE BANK AND TO  
EACH OTHER HOLDER OF THE PROMISSARY NOTE ISSUED UNDER THE LOAN  
AGREEMENT (THE NOTE) THE DUE AND FUNCTION PAYMENT OF THE  
UNPAID PRINCIPAL AMOUNT OF THE NOTE, AS AND WHEN THE SAID AMOUNT  
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SHALL BECOME DUE AND PAYABLE UNDER THE RESPECTIVE TERMS AND  
CONDITIONS OF THE LOAN AGREEMENT AND THE NOTE, AFTER DUE NOTICE  
TO SAMA AS HEREINAFTER PROVIDED.

2. DUE AND PUNCTUAL PAYMENT HEREUNDER OF SAID UNPAID PRINCIPAL  
AMOUNT DUE AND PAYABLE UNDER THE NOTE SHALL BE DEEMED TO HAVE BEEN  
MADE IF SAMA PAYS SUCH AMOUNT WITHIN A PERIOD ENDING 15 DAYS

AFTER NOTICE TO SAMA BY THE HOLDER OF THE NOTE CERTIFYING THAT SUCH AMOUNT IS DUE AND PAYABLE AND THAT (A) SUCH AMOUNT HAS REMAINED UNPAID FOR A PERIOD OF 10 DAYS AFTER SAID HOLDER HAS DULY MADE A WRITTEN REQUEST UPON THE BORROWER FOR PAYMENT OF SUCH AMOUNT AND (B) SAID HOLDER SHALL HAVE PURSUED OTHER APPROPRIATE MEANS OF REPAYMENT OF SUCH AMOUNT AS CONTEMPLATED BY THE LOAN AGREEMENT.

3. ALL PAYMENTS MADE HERUNDER SHALL BE MADE FREE AND CLEAR OF, AND WITHOUT DEDUCTION FOR OR ON ACCOUNT OF, ANY PRESENT OR FUTURE INCOME, STAMP OR OTHER TAXES, LEVIES, IMPOSTS, DUTIES CHARGES, FEES, DEDUCTIONS OR WITHOLDINGS OF ANY NATURE NOW OR HEREAFTER APPLICABLE OR TO BE APPLIED IN THE KINGDON OF SAUDI ARABIA. EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH(3) THIS GUARANTEE IS A GUARANTEE OF THE UNPAID PRINCIPAL AMOUNT ONF THE NOTE ONLY, AND DOES NOT RELATE TO ANY OTHER AMOUNTS PAYABLE UNDER THE LOAN AGREEMENT OR NOTE INCLUDING, WITHOUT LIMITATION, ANY AMOUNTS PAYABLE UNDER SECTION 5 OF THE LOAN AGREEMENT.

4. SAMA REPRESENTS THAT THE OBLIGATION OF THE KINGDOM OF SAUDI ARABIA HEREUNDER CONSTITUTES A DIRECT AND GENERAL OBLIGATION OF THE KINGDOM OF SAUDI ARABIA, VALID AND BINDING ACCORDING TO ITS TERMS.

5. THIS GUARANTEE IS A CONTINUING GUARANTEE AND SHALL REMAIN IN FOCE AND NOT BE DISCHARGED UNTIL THE PRINCIPAL AMOUNT OF THE NOTE SHALL HAVE BEEN PAID IN FULL IN ACCORDANCE WITH THE TERMS THEREOF AND HEREOF, THIS GUARANTEE HOWEVER EXTENDS TO THE NOTE  
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ONLY IN THE FORM ATTACHED HERETOFORE OR AS AMENDED WITH THE PRIOR WRITTEN CONSENT OF SAMA, AND ONLY INsofar AS THERE IS NO AMENDMENT. WAIVER OR CONSENT WITH RESPECT TO ANY PROVISION OF THE NOTE, THE LOAN AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF SAMA. SAMA SHALL BE FULLY SUBROGATED, TO THE EXTENT OF ANY PAYMENT MADE HEREUNDER TO THE RIGHTS OF THE BANK AND ANY OTHER HOLDER OF THE NOTE AGAINST THE BORROWER UNDER THE LOAN AGREEMENT AND THE NOTE, AND AGAINST ANY OTHER PRIMARY OBLIGOR WITH RESPECT TO THE NOTE.

6. ALL NOTICES, REQUESTS, DEMANDS,OR OTHER COMMUNICATIONS TO OR UPON SAMA SHALL BE DEEMEDTO HAVE BEEN GIVEN WHEN SENT BY THE BANK OR ANY OTHER HOLDER OF THE NOTE BY TELEX ADDRESSED TO SAMA AT 40011 SAMAJED SJ JEDDAH, KINGDOM OF SAUDI ARABIA, CONFIRMED BY REGISTERED AIRMAIL LETTER ADDRESSED TO THE GOVERNOR, THE SAUDI ARABIAN MONETARY AGENCY, JEDDAH SAUDI ARABIA,OR ANY OTHER ADDRESS OF WHICH SAMA MAY IN THE FUTURE ADVISE THE BANK BY REGISTERD LETTER.

7. ALL DISPUTES ARISING IN CONNECTION HEREWITH SHALL BE

SETTLED FINALLY BY ARBITRATION IN GENEVA (OR SUCH OTHER PLACE  
AS SAMA AND THE BANK OR OTHER HOLDER OF THE NOTE MAY AGREE UPON)  
UNDER THE RULES OF CONCILIATION AND ARBITRATION OF THE INTER  
NATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED  
IN ACCORDANCE WITH SAID RULES.SIGNED SAUDI ARABIAN MONETARY  
AGENCY AHMED ABEDEL LATIF FOR AND ON BEHALF OF THE KINGDOM OF  
SAUDI ARABIA.UNQUOTE

2. JORDANIANS TELL US ABOVE TEXT WAS PREPARED BY SAMA WITH ASSISTANCE  
OF "AMERICAN ADVISORS". THEY UNDERSTAND THAT SAMA IS PREPARED  
TO PAY PRINCIPAL ON DEMAND. WE ARE NOT CERTAIN OF THE ACCEPT  
ABILITY OF THE SAUDI GUARANTEE OF OF THE NECESSARY PROCEDURES  
PRESCRIBED.WE WOULD BE GRATEFUL FOR EARLIEST POSSIBLE  
REACTION FROM STATE, DEFENSE AND FFB.

3. JORDANIANS WILL HAND CARRY ORIGINAL WITH THEM AND BE PREPARED  
TO PROVIDE THE SIGNED ORIGINAL TO OFFICIALS MEETING THEM  
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(GEN BIN SHAKER AND PARTY) ON FLIGHT BA 579ARRIVING AT DULLES  
AT 11:10 LOCAL MONDAY APRIL 18,1977.  
PICKERING

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NNN

## Message Attributes

**Automatic Decaptioning:** X  
**Capture Date:** 01-Jan-1994 12:00:00 am  
**Channel Indicators:** n/a  
**Current Classification:** UNCLASSIFIED  
**Concepts:** TEXT, LOAN AGREEMENTS  
**Control Number:** n/a  
**Copy:** SINGLE  
**Sent Date:** 14-Apr-1977 12:00:00 am  
**Decaption Date:** 01-Jan-1960 12:00:00 am  
**Decaption Note:**  
**Disposition Action:** RELEASED  
**Disposition Approved on Date:**  
**Disposition Case Number:** n/a  
**Disposition Comment:** 25 YEAR REVIEW  
**Disposition Date:** 22 May 2009  
**Disposition Event:**  
**Disposition History:** n/a  
**Disposition Reason:**  
**Disposition Remarks:**  
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**Enclosure:** n/a  
**Executive Order:** GS  
**Errors:** N/A  
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**Litigation History:**  
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**Original Handling Restrictions:** n/a  
**Original Previous Classification:** n/a  
**Original Previous Handling Restrictions:** n/a  
**Page Count:** 3  
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**Previous Handling Restrictions:** n/a  
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**Review Release Event:** n/a  
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**Secure:** OPEN  
**Status:** NATIVE  
**Subject:** GUARANTEE OF FY76 FMSCR  
**TAGS:** MASS, US, JO, SA  
**To:** STATE  
**Type:** TE  
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**Review Markings:**  
Margaret P. Grafeld  
Declassified/Released  
US Department of State  
EO Systematic Review  
22 May 2009  
**Markings:** Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 22 May 2009